*efit, etc. Ins. Co.* v. *Martin*, 108 Ky. 11, 18, 55 S. W. 694, 696; *Sensenderfer* v. *Pacific, etc. Ins. Co.*, 19 Fed. 68, 69. And, likewise, as in the principal case, an unusual family longevity might rebut the first basic inference. But the use of the mortality tables does not explain away anything; it is rather a substitution of another presumption in which the period varies with the age of the alleged deceased. This is a more scientific application of the inference of death from old age, but it loses sight of the inference from non-communication. It is submitted that this latter is a constant, equally applicable to young and old, and hence that the actuarial tables should be applied only to shorten the period of seven years. Furthermore, the claim of the petitioners is not based merely on the fact that Thomas survived William, but necessarily also that William is now dead. If these claims are distinctly separate, the court is correct in claiming that the mortality tables can raise two presumptions: that Thomas lived to 1916, and that Thomas is now dead. But if the burden of proof were that Thomas died between 1916 and the present, that is, if this were one claim, then though the tables show that a majority of fifty-two year olds in 1894 will have survived 1916, but not the present, however only a very small minority will have died between those periods.

PROCESS — MANNER AND EFFECT OF SERVICE — PRIVILEGE OF NON-RESIDENT WITNESS FROM SERVICE AS OFFICER OF A CORPORATION. — An officer of a corporation was served with process in a county through which he was traveling, in order to serve as a witness, in obedience to a subpœna. A statute provides that "a witness shall not be liable to be sued in a county in which he does not reside, by being served with a summons in such county, while going, returning or attending, in obedience to a subpœna." OKLAHOMA REV. LAWS, 1910, § 5064. *Held*, that the service did not give jurisdiction of the corporation. *Commonwealth Cotton Oil Co.* v. *Hudson*, 161 Pac. 535 (Okla.).

The statute relates only to the question of venue, and does not mention the rights of a corporation. See *Linn* v. *Hagan's Adm'x*, 121 Ky. 627, 628, 87 S. W. 1101. But by common law witnesses are privileged from service of process. *Hicks* v. *Besuchet*, 7 N. D. 429, 75 N. W. 793; *Letherby* v. *Shaver*, 73 Mich. 500, 41 N. W. 677. See *Lamkin* v. *Starkey*, 7 Hun (N. Y.) 479. See also TIDD, PRACTICE, 195; ALDERSON, JUDICIAL WRIT AND PROCESS, § 120; 23 HARV. L. REV. 474. This applies even where the witness attends the trial voluntarily. *Chittenden* v. *Carter*, 82 Conn. 585, 74 Atl. 884. If this privilege were in the nature of a reward for the witness's services, it might be arguable that it extended only to his personal capacity; but if it is considered a privilege of the court, it ought to cover the witness's official capacity as well. Authority supports this latter view. See *Parker* v. *Marco*, 136 N. Y. 585, 589, 32 N. E. 989. *Cf. Holyoke, etc. Ice Co.* v. *Amsden*, 55 Fed. 593. So, as the purpose of the privilege is to expedite the administration of justice, and as public policy demands that witnesses shall feel free to attend trials without being subject to service of process, it has even been held that service of process upon a witness constitutes contempt of court. *Bridges* v. *Sheldon*, 7 Fed. 17; *In re Healey*, 53 Vt. 694. It follows that the decision in the principal case is sound, and it is supported by the authorities. *Sewanee, etc. Co.* v. *Williams*, 120 Tenn. 339, 107 S. W. 968. *Cf. Mulhearn* v. *Press Publishing Co.*, 53 N. J. L. 150, 20 Atl. 760. But see *Currie Fertilizer Co.* v. *Krish*, 74 S. W. 268, 269 (Ky.).

TRADE SECRETS — LIST OF CUSTOMERS: USE BY FORMER EMPLOYEE. — The plaintiff was engaged in the business of supplying towels and aprons to factories and offices. The defendants were former employees. Plaintiff seeks to restrain them from soliciting for themselves the custom of those whom they had served while in his employ. *Held*, that he is not entitled to an injunction *pendente lite*. *New York Towel Supply Co., Inc.* v. *Lally*, 162 N. Y. Supp. 247 (Sup. Ct., King's Cty.).

The plaintiff alleged that he had built up a large patronage for himself as an accountant; that he had employed the defendant as his confidential manager; and that since his discharge the defendant has made use of information derived from plaintiff's list of customers to solicit the patronage of these customers for himself. The defendant demurred. *Held*, that the complaint sets forth a good cause of action and that an injunction issue. *Goldschmidt* v. *Sachs*, 162 N. Y. Supp. 323 (Sup. Ct., N. Y. Cty.).

If a servant on quitting his employer carry away with him a list of customers with which he had been entrusted, or a copy of such list, it is a breach of his "duty of loyalty," and he may be compelled to return or destroy the list so taken. *Grand Union Tea Co.* v. *Dodds*, 164 Mich. 50, 128 N. W. 1090. Some cases go further and restrain him from soliciting the patronage of any customer whose name appeared on the list. *Stevens & Co.* v. *Stiles*, 29 R. I. 399, 71 Atl. 802. In a sense the more drastic decree is punitive. Yet it is obvious that the other would, in practice, often fail to afford plaintiff adequate protection. A more difficult problem arises when the former employee relies only upon his memory for the names communicated to him. Here no more definite test seems possible than whether, in the light of all the facts, the employer's list of customers may fairly be termed a "trade secret." *Boosing* v. *Dorman*, 148 App. Div. 824, 133 N. Y. Supp. 910. Thus, for example, if the customers did not deal exclusively with plaintiff and could readily have been located by any business competitor, the departing employee need not "wipe clean the slate of his memory," and no injunction will issue. *Boosing* v. *Dorman*, *supra*; *Peerless Pattern Co.* v. *Pictorial Review*, 147 App. Div. 715, 132 N. Y. Supp. 37. But if the customers are exclusive patrons, likely because of a system of trading stamps to continue their dealings with plaintiff, and whose names and patronage have been acquired by years of enterprise and advertising, the former employer is entitled to protection. *Witkop & Holmes Co.* v. *Boyce*, 61 Misc. 126, 112 N. Y. Supp. 874, affirmed 131 App. Div. 922, 115 N. Y. Supp. 1150; *Witkop & Holmes Co.* v. *Boyce*, 64 Misc. 374, 118 N. Y. Supp. 461. In each case the particular facts must control. On the one hand the fruits of business industry and perseverance must be protected in so far as is possible; on the other, the whole policy of the law demands that budding competition be not stifled, that employees be not arbitrarily deprived of the increased market value which is a legitimate perquisite of protracted service in any line of business. Both New York cases seem, therefore, sound and reconcilable.

TRANSFER OF STOCK — LIABILITY OF A BROKER, ACTING FOR AN UNDISCLOSED PRINCIPAL, FOR CALLS ON STOCK. — The registered owner of bank stock, subject to statutory double liability, sold to a broker at auction. The broker, unknown to the vendor, was acting for a principal. The certificates, assigned in blank, were turned over to the broker who paid for them. He then assigned them to his principal, and collected his commission. Subsequently, and before any change of name on the registry of the bank, there was a call on the stock, which the original vendor, as the owner of record, was forced to pay. He thereupon sued the broker for reimbursement. *Held*, that he may not recover. *Richards* v. *Robin*, 162 N. Y. Supp. 12 (App. Div.).

Under the law of New York, although a registered shareholder is liable to the corporation, the legal title to the shares nevertheless passes with delivery regardless of any rules of the corporation to the contrary. See 8 N. Y. CONSOL. LAWS, 1989, 1990. Surely, then, there must be recovery in quasi-contract from the title-holder of the shares when the call was assessed, for the payment by the shareholder of record. But such liability cannot extend to the agent in the principal case, for he was not the holder of the shares when the call was made. At common law, although the title to the shares did not pass, the vendee of